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AUG 16 2011

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF LINCOLN AND LANCASTER COUNTY on behalf of
LANCASTER COUNTY CORRECTIONS COMMUNITY SERVICE
PROGRAM**

LANCASTER COUNTY
CLERK

I. INTRODUCTION.

This Agreement is between the CITY of Lincoln, Nebraska (CITY), on behalf of the Lincoln-Lancaster County Health Department, and Lancaster County (COUNTY), on behalf of the Lancaster County Corrections Community Service Program, Attn: Kent Griffith, with a place of business at 4420 NW 41st St, Lincoln, NE 68524 and a phone number of 402-441-7141.

The parties are authorized by the statutes of the State of Nebraska, including the Interlocal Cooperation Act, *Neb. Rev. Stat.* §13-801, et. seq., as amended, to enter into cooperative agreement for the mutual benefit of the parties and to provide services in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities. Each party shall remain separate entities with separate rights and authorities. Each party retains its own administrator and no separate board shall be created to fulfill the obligations of the Agreement.

II. SERVICES.

The COUNTY and CITY enter this Agreement for the COUNTY to:

1. Conduct roadside litter pickup along county roads by inmates;
2. Provide supervision of the inmates providing the pickup;
3. Report specific roadside areas cleaned;
4. Report in manner determined by the CITY;
5. Request payment through an electronic transfer of funds.

The COUNTY and CITY enter into this Agreement for the CITY to:

1. Provide direction to the COUNTY regarding specific reports necessary for reimbursement;
2. Promptly pay for services upon receipt of approved report and a request for payment.

III. TERM.

The term of this Agreement shall be from April 15, 2011 and shall continue until completion of all the obligations of this Agreement, but in no event longer than November 30, 2011. Upon expiration of the term prior to completion, CITY shall pay the COUNTY for any services completed up to the date of expiration. Any reports must be received by December 15, 2011.

IV. COMPENSATION.

CITY shall pay the COUNTY based on fifty dollars (\$50) per mile of roadside litter pickup along county roads, not to exceed Four Thousand Seven Hundred Eight Dollars (\$4,708), for the performance of the services for April 15, 2011 through November 30, 2011. CITY shall make payments upon presentment of a request for payment and documentation that services have been provided pursuant to this agreement. Requests for payment and documentation will be submitted to the CITY for review prior to any payment for services. COUNTY agrees that it will make any additional information available to the CITY to support any claim for services rendered. Any reports must be received by December 15, 2011.

V. TERMINATION FOR BREACH.

Either party has the right to terminate this Agreement if the other party fails to perform as required in this Agreement. Termination rights under this section may be exercised only after the non-breaching party notifies the breaching party of the failure to perform in writing upon giving the other party thirty (30) days written notice. Upon termination, the CITY shall pay COUNTY for services completed up to the date of termination, but not exceed the maximum amount allowed by this Agreement.

VI. TERMINATION FOR CONVENIENCE.

Both parties have the right to terminate this Agreement for any reason and at any time for their own convenience by providing the other party with thirty (30) days written notice of the termination. Upon termination, the CITY shall pay COUNTY for any services completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement.

VII. TERMINATION FOR LACK OF FUNDING.

The CITY may terminate this Agreement in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of CITY. In the event of unavailability of funds to pay any amounts due under this Agreement, CITY shall immediately notify the COUNTY and this Agreement shall terminate without penalty or expense to CITY. Upon termination, the CITY shall pay COUNTY for any services completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement.

VIII. DUTIES GENERALLY.

The COUNTY agrees as follows:

- A. To timely and professionally complete the services as described above, and to furnish their labor and pay all their own costs, including any taxes, required to complete their services.

- B. To furnish everything reasonably necessary to complete the services unless specifically provided otherwise in this Agreement.
- C. To apply for and obtain any and all necessary permits, certifications, licenses, variances, and approvals required by any applicable law or regulations that relate to the services.
- D. To conduct all activities related to the services in a lawful manner.
- E. Provide and perform all necessary labor in a professional and workmanlike manner and in accordance with the provisions of this Agreement.

IX. INDEPENDENT CONTRACTOR.

CITY is interested only in the results produced by this Agreement. The COUNTY has sole and exclusive charge and control of the manner and means of performance. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the COUNTY shall not be deemed to be employees of the CITY and employees of the CITY shall not be deemed to be employees of the COUNTY. The COUNTY and the CITY shall be responsible to their respective employees for all salary and benefits. Neither the COUNTY's employees nor the CITY's employees shall be entitled to any salary or wages from the other party or to any benefits made to their employees, including, but not limited to, overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. COUNTY shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

X. INSURANCE

- A. COUNTY shall maintain General Liability Insurance at its own expense during the life of this Agreement, naming and protecting COUNTY, its officials, employees and volunteers as insured, against claims for damages resulting from (a) all acts or omissions, (b) bodily injury, including wrongful death, (c) personal injury liability, and (d) property damage which may arise from operations under this Agreement whether such operations by COUNTY and COUNTY's employees, or those directly or indirectly employed by COUNTY. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:
 - 1. All Acts or Omissions - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
 - 2. Bodily Injury/Property Damage - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
 - 3. Personal Injury Damage - \$1,000,000 each Occurrence; and
 - 4. Contractual Liability - \$1,000,000 each Occurrence; and
 - 5. Products Liability and Completed Operations - \$1,000,000 each Occurrence; and
 - 6. Medical Expenses (any one person) - \$10,000;
 - 7. Fire Damage (any one fire) - \$100,000.
- B. The following shall be provided and attached to this Agreement by COUNTY:
 - 1. A Certificate of Insurance for its General Liability Insurance.

2. Proof of Workers' Compensation Insurance, where appropriate.
- C. COUNTY is required to provide CITY with thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance as required by this Agreement.

XI. INDEMNIFICATION.

Each party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.

XII. AUDIT PROVISION.

The COUNTY shall make available to contract auditor, as defined by Chapter 4.66 of the Lincoln Municipal Code, copies of all financial and performance related records and materials germane to this Agreement, as followed by law in the event that an audit of the Lincoln-Lancaster County Health Department is requested by the Lincoln City Council to examine the program associated with this Agreement.

XIII. FAIR EMPLOYMENT.

The COUNTY shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08, and *Neb. Rev. Stat. § 48-1122*, as amended.

XIV. FAIR LABOR STANDARDS.

The COUNTY shall maintain Fair Labor Standards in the performance of this Agreement, as required by Chapter 73, Nebraska Revised Statutes, as amended.

XV. NEBRASKA LAW.

This Agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.

XVI. INTEGRATION, AMENDMENTS, ASSIGNMENT.

This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only by written agreement of both parties. This Agreement may not be assigned without the prior written consent of the other party.

XVII. SEVERABILITY & SAVINGS CLAUSE.

Each section and each subdivision of a section of this Agreement is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of this Agreement and invalidity of any section or subdivision of a section of this Agreement shall not invalidate any other section or subdivision of a section thereof.

XVIII. ELIGIBILITY TO WORK

COUNTY and their subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb.Rev.Stat. §4-108 to §4-114 as amended.

XIX. CAPACITY

The undersigned person representing the COUNTY does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind the COUNTY to this Agreement.

IN WITNESS WHEREOF, the COUNTY and CITY do hereby execute this Agreement.

Chris Beutler
Mayor of Lincoln
555 South 10th Street
Lincoln, Nebraska 68508

ATTEST:

City Clerk

DATE:

BY THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA

Jane Rosend
Bennie Keen
Deb Schorr
Gary Gulberg
Ed Smith

Approved as to form this 23 day of August, 2011.

Brianne Bohrens
Deputy County Attorney
for JOE KELLY
Lancaster County Attorney

Date of Execution/Filed with City Clerk